

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

IN RE	:	CHAPTER 7
	:	
LUISA MICHELLE WILLIAMS,	:	CASE NO. 18-62548-LRC
	:	
Debtor.	:	
	:	
SANTANDER CONSUMER USA INC.,	:	— — — — —
	:	
Movant,	:	
	:	
v.	:	CONTESTED MATTER
	:	
LUISA MICHELLE WILLIAMS, Debtor;	:	
and S. GREGORY HAYS, Trustee,	:	
	:	
Respondents.	:	
	:	
	:	
	:	
	:	

**NOTICE OF HEARING**

PLEASE TAKE NOTICE that **Santander Consumer USA Inc.** has filed a Motion for Relief from Automatic Stay and related papers with the Court seeking an order of relief from the Automatic Stay.

**PLEASE TAKE FURTHER NOTICE** that the Court will hold a hearing on the Motion for Relief from Automatic Stay, in Courtroom 1204, The Richard B. Russell Federal Building, 75 Ted Turner Drive, SW, Atlanta, Georgia at 10:00 am on September 6, 2018.

Your rights may be affected by the Court's ruling on these pleadings. You should read these pleadings carefully and discuss with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.) If you do not want the Court to grant the relief sought in these pleadings, or if you want the Court to consider your views, then you and/or your attorney must attend the hearing. You may also file a written response to the pleading with the Clerk at the address stated below, but you are not required to do so. If you file a written response, you must attach a certificate stating when, how and on whom (including addresses) you served the response. Mail or deliver your response so that it is received by the Clerk at least two business days before the hearing. The address for the

Clerk's Office is: Clerk, United States Bankruptcy Court, Room 1340, U.S. Courthouse, 75 Ted Turner Drive, SW, Atlanta, Georgia 30303. You must also mail a copy of your response to the undersigned at the address stated below.

IF THE MOTION IS FOR RELIEF FROM STAY, and a hearing on the motion for relief from the automatic stay cannot be held within thirty (30) days, Movant waives the requirement for holding a preliminary hearing within thirty days of filing the motion and agrees to a hearing on the earliest possible date. Movant consent to the automatic stay remaining in effect until the Court orders otherwise.

Dated: August 10, 2018

Signature: /s/Philip L. Rubin

Philip L. Rubin  
5555 Glenridge Connector  
Suite 900  
Atlanta, Georgia 30342  
(404) 869-6900  
prubin@lrglaw.com  
Bar Number 618525

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**MOTION FOR RELIEF FROM AUTOMATIC STAY**

NOW COMES SANTANDER CONSUMER USA INC. (the "Movant") and moves this Court for relief from the automatic stay and shows the Court as follows:

1.

On July 30, 2018, Luisa Michelle Williams ("Debtor") filed a Voluntary Petition pursuant to 11 U.S.C. Chapter 7, and said case is pending before this Court.

2.

Movant has a net claim in this case secured by a first priority lien against Debtor's vehicle, to wit: 2011 BMW 328I (the "Collateral"). The approximate payoff is \$27,619.28. Loan documents supporting the claim are served herewith on the parties. Debtor is currently delinquent \$3,804.07 to Movant. Debtor intends to voluntarily surrender Collateral to Movant.

3.

Movant does not have proof of insurance protecting its interest in the Collateral or has been advised that there is no insurance in force.

4.

Debtor does not have equity in the Collateral and the Collateral is not necessary to a reorganization that is in prospect. There is no equity in the Collateral to benefit the estate and the Trustee's interest should be abandoned.

5.

Cause exists including the lack of adequate protection to grant Movant relief from the automatic stay so as to authorize Movant to recover and dispose of the Collateral. Movant requests the right to file an amended proof of claim after liquidation of the Collateral.

6.

Movant requests that Bankruptcy Rule 4001(a)(3) be waived.

WHEREFORE, Movant prays that this Court:

(a) Hold a hearing pursuant to this Motion within thirty (30) days as is required under 11 U.S.C. Section 362(e);

(b) Grant Movant relief from the automatic stay under 11 U.S.C. Section 362(d) so as to allow Movant to recover and dispose of the Collateral and to apply the net proceeds generated therefrom to its claim in this case, and if the disposition results in a deficiency, amend its claim filed in this case, subject to objection;

- (c) Rule 4001(a)(3) be waived; and
- (d) Grant such other and further relief as the Court deems to be just and proper.

This August 10, 2018.

The Law Office of  
LEFKOFF, RUBIN, GLEASON & RUSSO, P.C.  
Attorneys for Movant

By: /s/ Philip L. Rubin  
Philip L. Rubin  
Georgia State Bar No. 618525

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Respondents.	:	
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	:	
	:	

**CERTIFICATE OF SERVICE**

The undersigned, Philip L. Rubin, hereby certifies that I am, and at all times hereinafter mentioned, was more than 18 years of age, and that I served the MOTION FOR RELIEF FROM AUTOMATIC STAY and NOTICE OF HEARING on the following parties 1) electronically, if allowed by and pursuant to the requirements of local rule, or 2) by depositing same in the United States Mail in properly addressed envelope(s) with adequate postage to all others, as follows:

Luisa Michelle Williams  
2221 Shakerag Lane  
Conyers, GA 30013

Craig Zander Black  
The Craig Black Law Firm, LLC  
1200 Abernathy Road,  
Building 600  
Suite 1700  
Sandy Springs, GA 30328

S. Gregory Hays  
Chapter 7 Trustee  
Hays Financial Consulting, LLC  
Suite 555  
2964 Peachtree Road  
Atlanta, GA 30305

This August 10, 2018.

The Law Office of  
LEFKOFF, RUBIN, GLEASON & RUSSO, P.C.  
Attorneys for Movant

By: /s/ Philip L. Rubin  
Philip L. Rubin  
Georgia State Bar No. 618525

5555 Glenridge Connector  
Suite 900  
Atlanta, Georgia 30342  
(404) 869-6900  
prubin@lrglaw.com



Collateral Management Services  
9750 Goethe Road | Sacramento, CA 95827

## Santander Consumer USA Inc.

### Lien and Title Information

#### Lienholder

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ELT Lien ID  
Lienholder SANTANDER CONSUMER USA INC  
Lienholder Address  
Lien Release Date

#### Vehicle and Titling Information

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VIN	WBAPH5C5XBA445500	Issuance Date	8/18/2015
Title Number		Received Date	8/18/2015
Title State	GA	ELT/Paper	ELECTRONIC
Year	2011	Odometer Reading	
Make	BMW	Branding	
Model			
Owner 1	LUISA WILLIAMS		
Owner 2	PURNELL C WILLIAMS III		
Owner Address	2221 SHAKERAG LN CONYERS, GA 300131472		

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You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount you will pay for the cost of your credit.	The amount of credit provided you and your cash and loan on your behalf.	The amount you will have paid after your payments as scheduled.	The total cost of your purchase on credit and your down payment.
18.40 %	\$ 17472.95	\$ 26040.25	\$ 43513.20	2000.00 \$ 45513.20

Insurance. You may buy the physical damage insurance for this vehicle (leave blank from anyone you choose) who is authorized to sell such insurance in Georgia. You are not required to buy any other insurance to obtain credit unless the loan including Vendor's Special Interest Insurance is required by Federal law.

If any insurance is checked below, positive or certificates from the named insurance company will describe the terms and conditions of the insurance.

Check the insurance you want and when below:

ITEMIZATION OF AMOUNT FINANCED		
1	Cash Price (Including taxes of \$ <u>2167.25</u> )	\$ <u>24386.25</u> (1)
2	Total Downpayment	
	Trade-In (Year) <u>2000 HONDA</u> (Make) <u>ODYSSEY</u> (Model)	
	Credit Trade-In Allowance	\$ <u>2000.00</u>
	Less Pay Off Made By Seller	\$ <u>N/A</u>
	Equals Net Trade In	\$ <u>2000.00</u>
	+ Cash	\$ <u>N/A</u>
	+ Other	\$ <u>N/A</u>
	(If total downpayment is negative, enter "0" and see 41 below)	\$ <u>2000.00</u> (2)
	Unpaid Balance of Cash Price (1 minus 2)	\$ <u>22386.25</u> (3)
4	Other Charges Including Amounts Paid to Others on Your Behalf (Seller may keep part of those amounts):	
A	Cost of Optional Cash Insurance Paid to Insurance Company or Companies	
	1/yr \$ <u>N/A</u>	\$ <u>N/A</u>
	Quarterly \$ <u>N/A</u>	\$ <u>N/A</u>
	Warranty Single Inland Insurance Paid to Insurance Company	\$ <u>N/A</u>
	Other Optional Insurance Paid to Insurance Company or Companies	\$ <u>N/A</u>
	Optional Gap Contract	\$ <u>900.00</u>
E	Optional Fees Paid to Government Agencies	
	to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
	to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
	to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
F	Government Taxes Not Included in Cash Price	\$ <u>N/A</u>
G	Government License and/or Registration Fees	\$ <u>N/A</u>
H	Government Certificate of Title Fees	\$ <u>55.00</u>
I	Other Charges (Seller must identify who is paid and specify purpose):	
	to <u>N/A</u> for <u>N/A</u> Credit or Lease Balance	\$ <u>N/A</u>
	to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
	to <u>DEALER</u> for <u>CUST SERVICE FEE</u>	\$ <u>699.00</u>
	to <u>MASTERTech</u> for <u>MASTERTech CONTRACT</u>	\$ <u>2000.00</u>
	to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
	to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
	to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
	to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
	to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
	to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
	to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
	Total Other Charges and Amounts Paid to Others on Your Behalf	\$ <u>3854.00</u> (4)
5	Amount Financed (3 + 4)	\$ <u>26040.25</u> (5)

☒ **VENDOR'S SINGLE INTEREST INSURANCE (VSI Insurance):** If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. You may choose the insurance company through which the VSI Insurance is obtained. If you elect to purchase VSI insurance through the Creditor, the cost of this insurance is \$ 0 /mo. and is also shown in Item 4B of the Statement of Amount Financed. The coverage is for the initial term of the contract.

I want to buy a gas contract \_\_\_\_\_  
Buyer Signs: Russ Wieg \_\_\_\_\_

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

**NOTICE TO THE BUYER: Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign.**

Buyer Signs \_\_\_\_\_ Date 08/28/11 Co-Buyer Signs \_\_\_\_\_ Date 08/28/11  
 Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Seller assigns its interest in this contract to **SANTANDER CONSUMER USA** (Assigned) under the terms of Seller's agreement(s) with Assignee.  
☐ Assigned with recourse **COURTESY CARD INC** ☒ Assigned without recourse ☐ Assigned with limited recourse

**1. FINANCE CHARGE AND PAYMENTS**

- a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

**2. YOUR OTHER PROMISES TO US**

- a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. **Security Interest.** You give us a security interest in:
  - The vehicle and all parts or goods put on it;
  - All money or goods received (proceeds) for the vehicle;
  - All insurance, maintenance, service, or other contracts we finance for you; and
  - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.
 This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.
- d. **Insurance you must have on the vehicle.** You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium of the insurance and a finance charge computed at the Annual Percentage Rate shown on the front of this contract or, at our option, the highest rate the law permits. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.
- e. **What happens to returned insurance, maintenance, service, or other contract charges.** If we obtain a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

**3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES**

- a. **You may owe late charges.** You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments.

If you pay late, we may also take the steps described below.

- b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once. Default means:
  - You do not pay any payment on time;
  - You give false, incomplete, or misleading information on a credit application;
  - You start a proceeding in bankruptcy or one is started against you or your property; or
  - You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

- c. **You may have to pay collection costs.** If we hire an attorney to collect what you owe, you will pay 15% of the amount you owe as attorney's fees, plus court costs. We will charge only attorney's fees and court costs the law permits.
- d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.

- e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.

- f. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle.

We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.

- g. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

**4. WARRANTIES SELLER DISCLAIMS**

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

5. **Used Car Buyers Guide.** The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

**6. Servicing and Collection Contacts.**

You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

**7. Applicable Law**

Federal law and the law of the state of our address shown on the front of this contract apply to this contract.

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

If the goods or services are obtained primarily for business or agricultural use, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract, unless the law allows it.